

E. 5
12/17/98
Signed

**CERCLA SECTION 122(h)(1) AGREEMENT
FOR RECOVERY OF PAST RESPONSE COSTS**

IN THE MATTER OF:)	AGREEMENT FOR RECOVERY
)	OF PAST RESPONSE COSTS
<u>Standard Scrap Site</u>)	
Chicago, Cook County, Illinois)	U.S. EPA Region 5
)	CERCLA Docket No.
)	
)	
)	
SETTLING PARTIES)	PROCEEDING UNDER SECTION
See List in Appendix A)	122(h)(1) OF CERCLA,
)	42 U.S.C. § 9622(h)(1)

V-W- '99-C-521

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D, and re-delegated to the Director, Superfund Division, by EPA Regional Delegation No. 14-14-D.

2. This Agreement is made and entered into by EPA and the Settling Parties listed in Appendix A to this Agreement ("Settling Parties"). Each Settling Party consents to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Standard Scrap Site ("Site") (a/k/a "Standard Scrap Metal/Chicago International Exporting site") located at or about 4004-4020 South Wentworth/4000-4020 South Wells, Chicago, Cook County, Illinois, and depicted more clearly on the map included in Appendix C of this Agreement. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

5. In performing these response actions, EPA incurred response costs at or in connection with the Site.

6. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred at or in connection with the Site.

7. EPA and Settling Parties desire to resolve Settling Parties' alleged civil liability for Past Response Costs without litigation and without the

admission or adjudication of any issue of fact or law.

III. PARTIES BOUND

8. This Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS -

9. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

e. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

f. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

g. "Parties" shall mean EPA and the Settling Parties.

h. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site through June 30, 1998, plus accrued interest on all such costs through such date. An Itemized Cost Summary listing those costs is set forth in Appendix B of this

Agreement.

i. "Section" shall mean a portion of this Agreement identified by a roman numeral.

j. "Settling Parties" shall mean those parties identified in Appendix A.

k. "Site" shall mean the Standard Scrap Superfund site, encompassing approximately 2.7 acres, located at or about 4004-4020 South Wentworth/4000-4020 South Wells, in Chicago, Cook County, Illinois, and depicted more clearly on the map included in Appendix C of this Agreement.

l. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF RESPONSE COSTS

10. Within 30 days of the effective date of this Agreement, the Settling Parties shall pay to the EPA Hazardous Substance Superfund \$651,350.22 in reimbursement of Past Response Costs.

11. Payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check shall reference the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID Number "HQ", and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 70753
Chicago, Illinois 60673

12. At the time of payment, the Settling Parties shall send notice that such payment has been made to:

Mike Anastasio (C-14J)
Assistant Regional Counsel
77 W. Jackson Boulevard
Chicago, Illinois 60604

VI. FAILURE TO COMPLY WITH AGREEMENT

13. In the event that the payment required by Paragraph 10 is not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

14. If any amounts due to EPA under Paragraph 10 are not paid by the required date, Settling Parties shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 13, \$1,000 per violation per day that such payment is late.

15. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made in accordance with Paragraphs 11 and 12.

16. Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after performance is due, or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

17. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Agreement, any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. The obligations of Settling Parties to pay amounts owed to EPA under this Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Agreement, the remaining Settling Parties shall be responsible for such payments.

19. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement.

VII. COVENANT NOT TO SUE BY EPA

20. Except as specifically provided in Paragraph 21 (Reservations of Rights by EPA), EPA covenants not to sue Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Section V (Reimbursement of Response Costs) and Section VI, Paragraphs 13 (Interest on Late Payments) and 14 (Stipulated Penalty for Late Payment). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue shall be null and void as to each Settling Party who at any time in any way, directly or indirectly, for any reason, arranged for the shipment to the Site of any transformer or portion thereof that at any time contained any liquid(s) that at any time contained any poly-chlorinated bi-phenyls (PCBs). This covenant not to sue extends only to Settling Parties and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY EPA

21. The covenant not to sue by EPA set forth in Paragraph 20 does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

22. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

IX. COVENANT NOT TO SUE BY SETTling PARTIES

23. Settling Parties agree not to assert any claims or causes of action against the United States or its contractors or employees, with respect to Past Response Costs or this Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

24. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

25. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA and Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

26. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

27. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs. This protection from contribution actions or claims shall be null and void as to each Settling Party who at any time in any way, directly or indirectly, for any reason, arranged for the shipment to the Site of any transformer or portion thereof that at any time contained any liquid(s) that at any time contained any poly-chlorinated bi-phenyls (PCBs).

28. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

29. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Paragraph 20.

30. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this Agreement.

XI. RETENTION OF RECORDS

31. Until 2 years after the effective date of this Agreement, each Settling Party shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary; except those records and documents provided to EPA in response to a CERCLA Section 104(e) information request response or obtained from EPA.

32. After the conclusion of the document retention period in the preceding paragraph, Settling Parties shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Settling Parties shall deliver any such records or documents to EPA. Settling Parties may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Settling Parties shall retain all records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Parties' favor.

33. By signing this Agreement, each Settling Party certifies individually that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Settling Party regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e).

d. never in any way, directly or indirectly, for any reason, arranged for the shipment to the Site of any transformer that or portion thereof that at any time contained any liquid(s) that at any time contained any poly-chlorinated bi-phenyls (PCBs).

XIII. NOTICES AND SUBMISSIONS

34. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Parties.

As to EPA:

Mike Anastasio (C-14J)
Assistant Regional Counsel
77 W. Jackson Boulevard
Chicago, Illinois 60604

As to Settling Parties:

Shell J. Bleiweiss
Chicago Bar Association Building
321 South Plymouth Court
Suite 1200
Chicago, IL 60604-3990

XIII. INTEGRATION/APPENDICES

35. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement: "Appendix A" is a list of the Settling Parties; "Appendix B" is an Itemized Cost Summary listing all Past Response Costs as defined in this Agreement; "Appendix C" is a map depicting the Site; and "Appendix D" is the approval of the Attorney General or her designee.

XIV. PUBLIC COMMENT

36. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(I) of CERCLA, 42 U.S.C. § 9622(I). In accordance with Section 122(I)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

XV. ATTORNEY GENERAL APPROVAL

37. The Attorney General or her designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1). A copy of this approval is set forth in Appendix D of this Agreement.

XV. EFFECTIVE DATE

38. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 36 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

BY: 

for William E. Muno, Director
Superfund Division
Region 5

DATE: 17 Dec 98

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 6th day of NOVEMBER, 1998

Settling Party Name: ACME REFINING SCRAP IRON & METAL, INC.

Signature: Larry Baron

Signatory Name (printed): LARRY BARON

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 22 day of October, 1998

Settling Party Name: Assault Arms Holdings Inc. / Heidelberg

Signature: James R. Snyder - D.W.

Signatory Name (printed): JAMES R. SNYDER - D.W.

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 12th day of October, 1998

Settling Party Name: Bay Side Recycling Corporation (West End Iron & Metal)

Signature: 

Signatory Name (printed): Steven O. Jackson


Title/Relation to Settling Part President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 16 day of OCTOBER, 1998

Settling Party Name: BELSON SCRAP & STEEL, INC.

Signature: 

Signatory Name (printed): KEVIN J. KENNEL


Title/Relation to Settling Party: VICE PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 15th day of October, 1998

Settling Party Name: Capitol City Metals, L.L.C.

Signature: 
Louis Mervis

Signatory Name (printed): Louis Mervis

Title/Relation to Settling Party: President, Mervis Supply Co., Inc.
Member, Capitol City Metals, L.L.C.

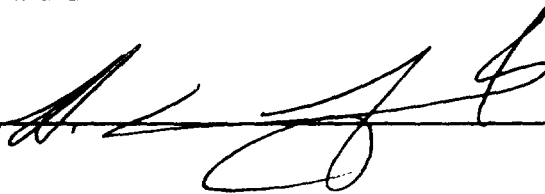
This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 20th day of October, 1998

Settling Party Name: CFF Pro-Metal Processing Co. (see Oklahoma)

Signature: _____

A handwritten signature in black ink, appearing to be 'Philippe Leonard', written over a horizontal line.

Signatory Name (printed): Philippe Leonard

Title/Relation to Settling Party: Vice President / General Manager

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

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THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 4th day of November, 1998

Settling Party Name: Chamberlain Manufacturing Company

Signature: Michael E Flannery

Signatory Name (printed): Michael E Flannery

Title/Relation to Settling Party: Vice President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site--

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 19 day of October, 1998

Settling Party Name: Clark Iron & Metal Co. Inc

Signature: Charles H. Clark Pres.

Signatory Name (printed): Charles H. Clark IV Pres.

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 14 day of October, 1998

Settling Party Name: COHEN BROTHERS, INC.

Signature: Wilbur Cohen

Signatory Name (printed): WILBUR COHEN

Title/Relation to Settling Party: CHAIRMAN & CFO

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

ROM : Bypass001 Site

PHONE NO. : 7 7239199

Oct. 16 1998 12:25PM P7

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THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the Matter of the
Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 28th day of OCTOBER, 1998

Settling Party Name: COHEN AND GREEN SALVAGE CO INC

Signature: 

Signatory Name (printed): MICHAEL GREEN

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for
in the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 23 day of October, 1998

Settling Party Name: Coleman Metals/Coleman Iron & Metal Inc.

Signature: Garry Coleman

Signatory Name (printed): Garry Coleman

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 6 day of November, 1998

Settling Party Name: Dart Electric Motor & Supply Inc

Signature: David J. Canosa

Signatory Name (printed): David J. Canosa

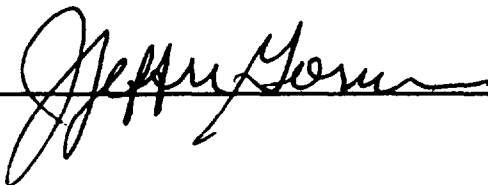
Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 10th day of October, 1998

Settling Party Name: DeKalb Iron & Metal Co

Signature: 

Signatory Name (printed): Jeff Gorman

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 29th day of October, 1998

Settling Party Name: Dobrow Industries, Inc.

Signature: Catherine E. Swift

Signatory Name (printed): Catherine E. Swift

Title/Relation to Settling Party: Corp. Vice-President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 1~~st~~ day of NOVEMBER, 1998

Settling Party Name: DUDEK, INC.

Signature: William Dudek

Signatory Name (printed): WILLIAM DUDEK

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 27th day of October, 1998

Settling Party Name: Dudek Industries, Inc.

Signature: 

Signatory Name (printed): Fred V. Dudek

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 20th day of October, 1998

Settling Party Name: Dumes, Inc.

Signature: Harold A Dumes

Signatory Name (printed): Harold A. Dumes

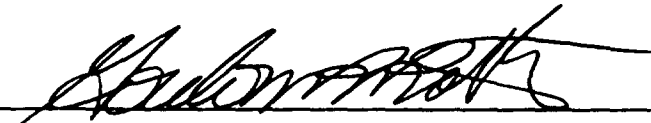
Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 30th day of October, 1998

Settling Party Name: Elgin Salvage and Supply Co., Inc.

Signature: 

Signatory Name (printed): Gordon R. Roth

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 9th day of NOV, 1998

Settling Party Name: EMILIAN TRADING CO.

Signature: Donald J. Emilian

Signatory Name (printed): DONALD J. EMILIAN

Title/Relation to Settling Party: PRES

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 6 day of NOV., 1998

Settling Party Name: F. Perlman & Co. Inc.

Signature: Monte R. Paritz, V.P.

Signatory Name (printed): Monte R. Paritz

Title/Relation to Settling Party: V.P.

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 22nd day of October, 1998

Settling Party Name: Fisher Steel and Supply Company

Signature: 

Signatory Name (printed): James A. Fisher

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 10th day of October, 1998

Settling Party Name: Fusselman Salvage Company

Signature: David J. Fusselman

Signatory Name (printed): David J. Fusselman

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this MONDAY day of NOVEMBER 09, 1998

Settling Party Name: GARDEN STREET IRON & METAL INC.

Signature: 

Signatory Name (printed): EARL J. WEBER JR.

Title/Relation to Settling Party: GENERAL MANAGER

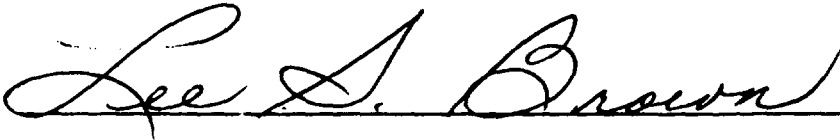
This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 16th day of October, 1998

Settling Party Name: Goldsborn Iron & Metal Company

Signature:

A handwritten signature in cursive script, reading "Lee S. Brown", written over a horizontal line.

Signatory Name (printed): Lee S. Brown

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 4th day of November, 1998

Settling Party Name: Grossman Iron & Steel Company

Signature: Sidney Grossman, Jr.

Signatory Name (printed): Sidney Grossman, Jr.

Title/Relation to Settling Party: Executive Vice President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 22 day of October, 1998

Settling Party Name: H. Hirschfeld Sons Co.

Signature: Robert E. Hirschfeld

Signatory Name (printed): Robert Hirschfeld

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 26 day of October, 1998

Settling Party Name: Hummelstein Iron & Metal, Inc.

Signature: 

Signatory Name (printed): Sam W. Hummelstein

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap site, Chicago, Cook County, Illinois:

Agreed this 20 day of OCTOBER, 1998

Settling Party Name: INDIANAPOLIS SHREDDING COMPANY, LLC
By: K&F INDUSTRIES, INC, MEMBER

Signature: By Barry Kroot

Signatory Name (printed): BARRY KROOT, Vice President

Title/Relation to Settling Party: Member LLC.

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 30 day of OCT., 1998

Settling Party Name: INDUSTRIAL SCRAP CORPORATION

Signature: Herbert B. Gertler

Signatory Name (printed): HERBERT B. GERTLER

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 3rd day of November, 1998

Settling Party Name: International Recycling Corporation

Signature: Erwin Robinson - President

Signatory Name (printed): ERWIN ROBINSON

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 23rd day of October, 1938

Settling Party Name: J. Solotken & Company, Inc.

Signature: *Harry A. Alpert*

Signatory Name (printed): Harry A. Alpert

Title/Relation to Settling Party: Secretary

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 20 day of OCTOBER, 1998

Settling Party Name: K&F INDUSTRIES, INC.

Signature: By: Barry Kroot

Signatory Name (printed): BARRY KROOT

Title/Relation to Settling Party: Vice President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 2nd day of NOVEMBER, 1998

Settling Party Name: KHALED HABAYEB / DEA SECONDARY METAL PROCESSING, INC.

Signature:

Khaled M. Habayeb

Signatory Name (printed): KHALED HABYEB

Title/Relation to Settling Party:

President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 5 day of NOVEMBER 1998

Settling Party Name:

LEWIS SALVAGE CORPORATION

Signature:

[Handwritten Signature]

Signatory Name (printed):

MICHAEL LEWIS

Title/Relation to Settling Party:

PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTling PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 3 day of Nov, 1998

Settling Party Name: LOEB METAL Recycling Co.

Signature: by Neal Loeb

Signatory Name (printed): NEAL LOEB

Title/Relation to Settling Party: Sec

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 3 day of NOV, 1998

Settling Party Name: LORMAN Iron + Metal Co. Inc.

Signature: by Neal Loeb

Signatory Name (printed): NEAL LOEB

Title/Relation to Settling Party: SEC

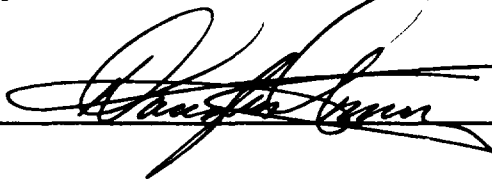
This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 9th day of October, 1998

Settling Party Name: Louisville Scrap Material Co., Inc.

Signature: _____

A handwritten signature in dark ink, appearing to read "Douglas C. Smith", is written over a horizontal line.

Signatory Name (printed): Douglas C. Smith

Title/Relation to Settling Party: Vice President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

10

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 10th day of November, 1998

Settling Party Name: American Iron & Supply Co.

Signature: John Isaacs

Signatory Name (printed): JOHN ISAACS


Title/Relation to Settling Party: CEO

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 19th day of October, 1998

Settling Party Name: ALMA IRON + METAL COMPANY, INC.

Signature: 

Signatory Name (printed): DAVID A. SIMON

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 14th day of October, 1998

Settling Party Name: M. Gervich & Sons, Inc.

Signature: 

Signatory Name (printed): Douglas Gervich


Title/Relation to Settling Party: President/Owner

) This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 14th day of October, 1998

Settling Party Name: M. Katch & Co., Inc.

Signature: 

Signatory Name (printed): Hershell R. Tkatch

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 4TH day of NOVEMBER, 1998

Settling Party Name: M. WEINGOLD + CO.

Signature: 

Signatory Name (printed): LOREN J. MARGOLIS

Title/Relation to Settling Party: V.P. Sales

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 13 day of November, 1998

Settling Party Name: McKinley Iron, Inc.

Signature: 

Signatory Name (printed): Daniel J. Shapiro

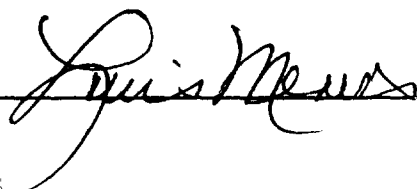
Title/Relation to Settling Party: Secretary/Treasurer

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 15th day of October, 1998

Settling Party Name: Mervis Industries, Inc./Mervis Supply Co., Inc.

Signature: 

Signatory Name (printed): Louis Mervis

Title/Relation to Settling Party: President, Mervis Industries, Inc./
President, Mervis Supply Co., Inc.

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

10

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 11th day of November, 1998

Settling Party Name: MIDWEST METALLICS, L.P (f/k/a Pielet Bros. Scrap Iron & Metal)

Signature: Terence J. Coogan

Signatory Name (printed): Terence J. Coogan

Title/Relation to Settling Party: Vice President, Secretary and General Counsel

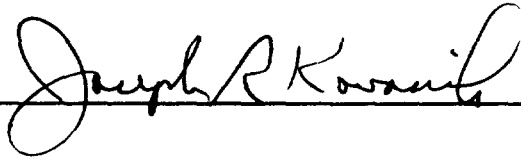
This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 6 day of NOVEMBER, 1998

Settling Party Name: MILLER COMPRESSION COMPANY

Signature: _____



Signatory Name (printed): JOSEPH R. KOVACIC

Title/Relation to Settling Party: VICE PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 6 day of NOVEMBER, 1998

Settling Party Name: MILLER RECYCLING COMPANY

Signature: Joseph R Kovach

Signatory Name (printed): JOSEPH R KOVACH

Title/Relation to Settling Party: VICE PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 16th day of October, 1998

Settling Party Name: Milwaukee Scrap Metal Company

Signature: _____

Morry Mitz

Signatory Name (printed): MORRY MITZ

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 20 day of OCTOBER, 1998

Settling Party Name: MORRIS TICK COMPANY, INC

Signature: David L. Perry

Signatory Name (printed): DAVID L PERRY

Title/Relation to Settling Party: GENERAL MANAGER

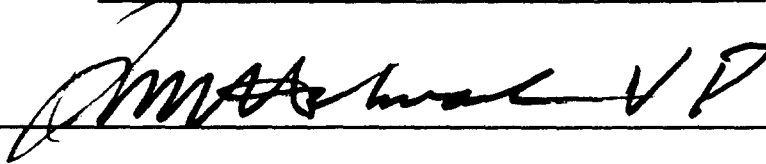
This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 4th day of November, 1998

Settling Party Name: MOSE COHEN AND SONS, Inc.

Signature: _____

 VP

Signatory Name (printed): JAMES H. SCHWAB

Title/Relation to Settling Party: VICE PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 2ND day of NOVEMBER, 1998

Settling Party Name: NEWMAN/ALLEN ENTERPRISES, INC.

Signature: 

Signatory Name (printed): STUART E. ALLEN

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 20th day of October, 1998

Settling Party Name: OmniSource Corporation

Signature: Leonard Rifkin

Signatory Name (printed): Leonard Rifkin

Title/Relation to Settling Party: Chairman & CEO

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 10 day of November, 1998

Settling Party Name:

CNSATE Recycling Inc

Signature:

[Signature]

Signatory Name (printed):

LARRY KUSHAKOFF

Title/Relation to Settling Party:

PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 6th day of November, 1998

Settling Party Name: OSCAR WINSKI COMPANY, INC.

Signature: _____

Roger Carnes

Signatory Name (printed): ROGER CARNES

Title/Relation to Settling Party: Chief Financial Officer

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

OSCAR WINSKI CO., INC.

DEC 09 1998

RECEIVED

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 2 day of November, 1998

Settling Party Name: Old Oakley Iron & Supply Co Inc

Signature: Michael Weinstein

Signatory Name (printed): Michael Weinstein

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 28 day of October, 1998

Settling Party Name: Philip L. Sebulsky - Comco Recycling Inc.

Signature: Philip L. Sebulsky

Signatory Name (printed): Philip L. Sebulsky

Title/Relation to Settling Party: Former Owner - Corp. Pres.

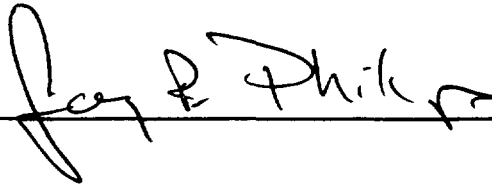
This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 20th day of October, 1998

Settling Party Name: Phillips Industries, Inc.

Signature: _____

A handwritten signature in dark ink, appearing to read "Jay R Phillips", is written over a horizontal line.

Signatory Name (printed): Jay Robert Phillips

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 10th day of November, 1998

Settling Party Name: PUBLIC IRON & METAL CO.

Signature: X *Barnett Feldman*

Signatory Name (printed): BARNETT FELDMAN

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 11th day of November, 1998

Settling Party Name: QRS Inc DBA Riverside Recycling

Signature: James W Laemmle

Signatory Name (printed): JAMES W LAEMMLE

Title/Relation to Settling Party: Treasurer

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 28th day of October, 1998

Settling Party Name: _____

RESERVE IRON & METAL
LIMITED PARTNERSHIP
BY: P. JOSEPH IRON & METAL, INC.,
ITS GENERAL PARTNER

Signature: _____

Paul D. Joseph

Signatory Name (printed): _____

Paul D. Joseph

Title/Relation to Settling Party: _____

President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 10th day of November, 1998

Settling Party Name: Robert Bosch Corporation

Signature: Sara Gordon

Signatory Name (printed): Sara Gordon

Title/Relation to Settling Party: Attorney

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 4 day of November, 1998

Settling Party Name: S & B Consulting, Inc. f/k/a Klempner Bros., Inc./Klempner Bros., Inc.

Signature: _____

Jay L. Klempner, President

Signatory Name (printed): Jay L. Klempner

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 9th day of October, 1998

Settling Party Name: Safran Metals

Signature: Steven R Safran

Signatory Name (printed): Steven R Safran

Title/Relation to Settling Party: President

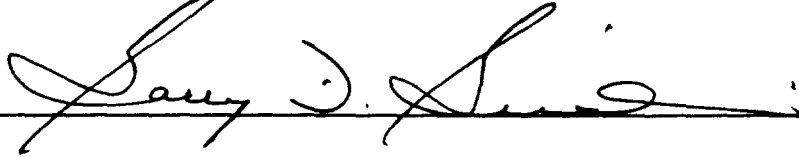
This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 26 day of October, 1998

Settling Party Name: Sam Allen - New

Signature: _____



Signatory Name (printed): Barry D. Briskin

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 3rd day of November, 1998

Settling Party Name: Sam Winer & Co., Inc

Signature: Joseph D Winer

Signatory Name (printed): Joseph D. Winer

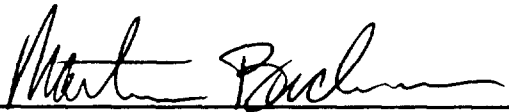
Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 12th day of OCTOBER, 1998

Settling Party Name: SAMUELS HIDE & METAL CO., INC.

Signature: 

Signatory Name (printed): MARTIN BUCHMAN

Title/Relation to Settling Party: PRESIDENT

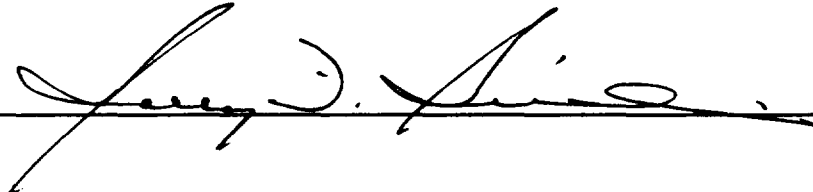
This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 26th day of October, 1998

Settling Party Name: Schlafer Iron & Steel Co.

Signature: _____

A handwritten signature in black ink, appearing to read "Barry D. Briskin", is written over a horizontal line. The signature is fluid and cursive.

Signatory Name (printed): Barry D. Briskin

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 30th day of October, 1998

Settling Party Name: Schneider's Iron & Metal Inc.

Signature: Donald I. Schneider

Signatory Name (printed): Donald Schneider

Title/Relation to Settling Party: V. President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 9 day of NOV, 1998

Settling Party Name: Schuster Metals Inc

Signature: Jeffrey M. Schuster

Signatory Name (printed): Jeffrey M. Schuster

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 16TH day of OCTOBER, 1998

Settling Party Name: SERLIN IRON & METAL CO INC.

Signature: 

Signatory Name (printed): MARK KALTER

Title/Relation to Settling Party: PRESIDENT

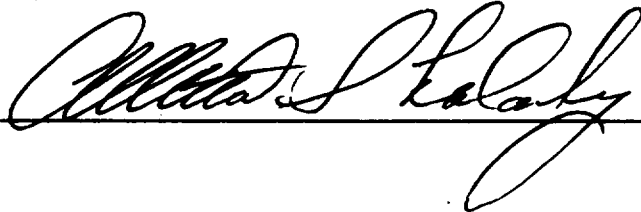
This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 16th day of October, 1998

Settling Party Name: STANDARD IRON & METAL CO., INC.

Signature: _____



Signatory Name (printed): ALBERT SKALOVSKY

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 15th day of October, 1998

Settling Party Name: Sturgis Iron & Metal Co., Inc.

Signature: Ralph Levin

Signatory Name (printed): Ralph Levin

Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

10

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the
Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 9TH day of NOVEMBER, 1998

Settling Party Name: THE KROOT CORPORATION

Signature: Arthur Kroot

Signatory Name (printed): ARTHUR KROOT

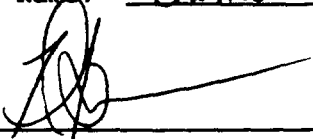
Title/Relation to Settling Party: TREASURER / OWNER

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 26 day of OCTOBER, 1998

Settling Party Name: UNITED METAL RECYCLERS

Signature: 

Signatory Name (printed): FRANK BRENNER

Title/Relation to Settling Party: DIRECTOR

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 15 day of Oct, 1998

Settling Party Name: WILLIAM INOWITZ INC

Signature: As Above

Signatory Name (printed): ARTHUR S. WITKOWSKI

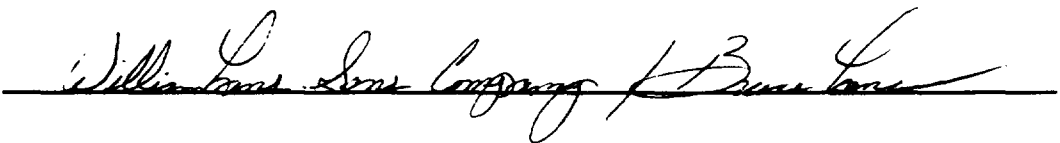
Title/Relation to Settling Party: President

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the
Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agree this 2nd day of November, 1998

Settling Party Name: William Lans Sons Company

Signature: 

Signatory Name (printed): William Lans Sons Company / Bruce Lans

Title/Relation to Settling Party: Vice President William Lans Sons Company

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 26 day of OCTOBER, 1998

Settling Party Name: WILLOUGHBY IRON & WASTE MATERIALS COMPANY

Signature: 

Signatory Name (printed): ERNEST J. BENCHELL

Title/Relation to Settling Party: PRESIDENT

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

THE UNDERSIGNED SETTLING PARTY enters into this Agreement In the Matter of the Standard Scrap Site, Chicago, Cook County, Illinois:

Agreed this 5th day of November 1998

Settling Party Name: Winston Brothers Iron & Metal Co Inc

Signature: _____

Signatory Name (printed): Steve Winston

Title/Relation to Settling Party: V.P.

This page is one of several signature pages for
In the Matter of the Standard Scrap Site

APPENDIX A
IN THE MATTER OF: STANDARD SCRAP SITE

Acme Refining Scrap Iron & Metal, Inc.
Alma Iron & Metal Company, Inc. .
American Iron & Supply Co.
Assad Iron & Metals Inc./Heidelberg
Bay Side Recycling Corporation (West End Iron & Metal)
Belson Scrap & Steel, Inc.
Capitol City Metals, L.L.C.
CFF Pro-Metal Processing Co. (see Oklahoma)
Chamberlain Manufacturing Company
Clark Iron & Metal Co. Inc.
Cohen Brothers Inc.
Cohen and Green Salvage Co. Inc.
Coleman Metals/Coleman Iron & Metal Inc.
Dart Electric Motor & Supply Inc.
DeKalb Iron & Metal Co.
Dobrow Industries, Inc.
Dudek, Inc.
Dudek Industries, Inc.
Dumes, Inc.
Elgin Salvage and Supply Co., Inc.
Emilian Trading Co.
F. Perlman & Co. Inc.
Fisher Steel and Supply Company
Fusselman Salvage Company
Garden Street Iron & Metal Inc.
Goldsboro Iron & Metal Company
Grossman Iron & Steel Company
H. Hirschfield Sons Co.
Hummelstein Iron & Metal, Inc.
Indianapolis Shredding Company, LLC
Industrial Scrap Corporation
International Recycling Corporation
J. Solotken & Company, Inc.
K&F Industries, Inc.
Khaled Habayeb/DBA Secondary Metal Processing, Inc.
Lewis Salvage Corporation
Loeb Metal Recycling Co.
Lorman Iron & Metal Co. Inc.
Louisville Scrap Material Co., Inc.
M. Gervich & Sons, Inc.
M. Katch & Co., Inc.
M. Weingold & Co.
McKinley Iron, Inc.

Mervis Industries, Inc./Mervis Supply Co., Inc.
Midwest Metallics, L.P (f/k/a Piolet Bros. Scrap Iron & Metal)
Miller Compressing Company
Miller Recycling Company
Milwaukee Scrap Metal Company
Morris Tick Company, Inc.
Mose Cohen and Sons, Inc.
Newman/Allen Enterprises, Inc.
OmniSource Corporation
Onstate Recycling Inc.
Oscar Winski Company, Inc.
Otis Oakley Iron & Supply Co. Inc.
Philip L. Sebulsky/Camco Recycling Inc.
Phillips Industries, Inc.
Public Iron & Metal Co.
QRS Inc. DBA Riverside Recycling
Reserve Iron & Metal
Robert Bosch Corporation
S & B Consulting, Inc. f/k/a Klempner Bros., Inc./Klempner Bros., Inc.
Safran Metals
Sam Allen - New
Sam Winer & Co., Inc.
Samuels Hide & Metal Co., Inc.
Schlafer Iron & Steel Co.
Schneider's Iron & Metal Inc.
Schuster Metals Inc.
Serlin Iron & Metal Co. Inc.
Standard Iron & Metal Co., Inc.
Sturgis Iron & Metal Co., Inc.
The Kroot Corporation
United Metal Recyclers
Wallach Iron & Metal Inc.
William Lans Sons Company
Willoughby Iron & Waste Materials Company
Winston Brothers Iron & Metal Co. Inc.

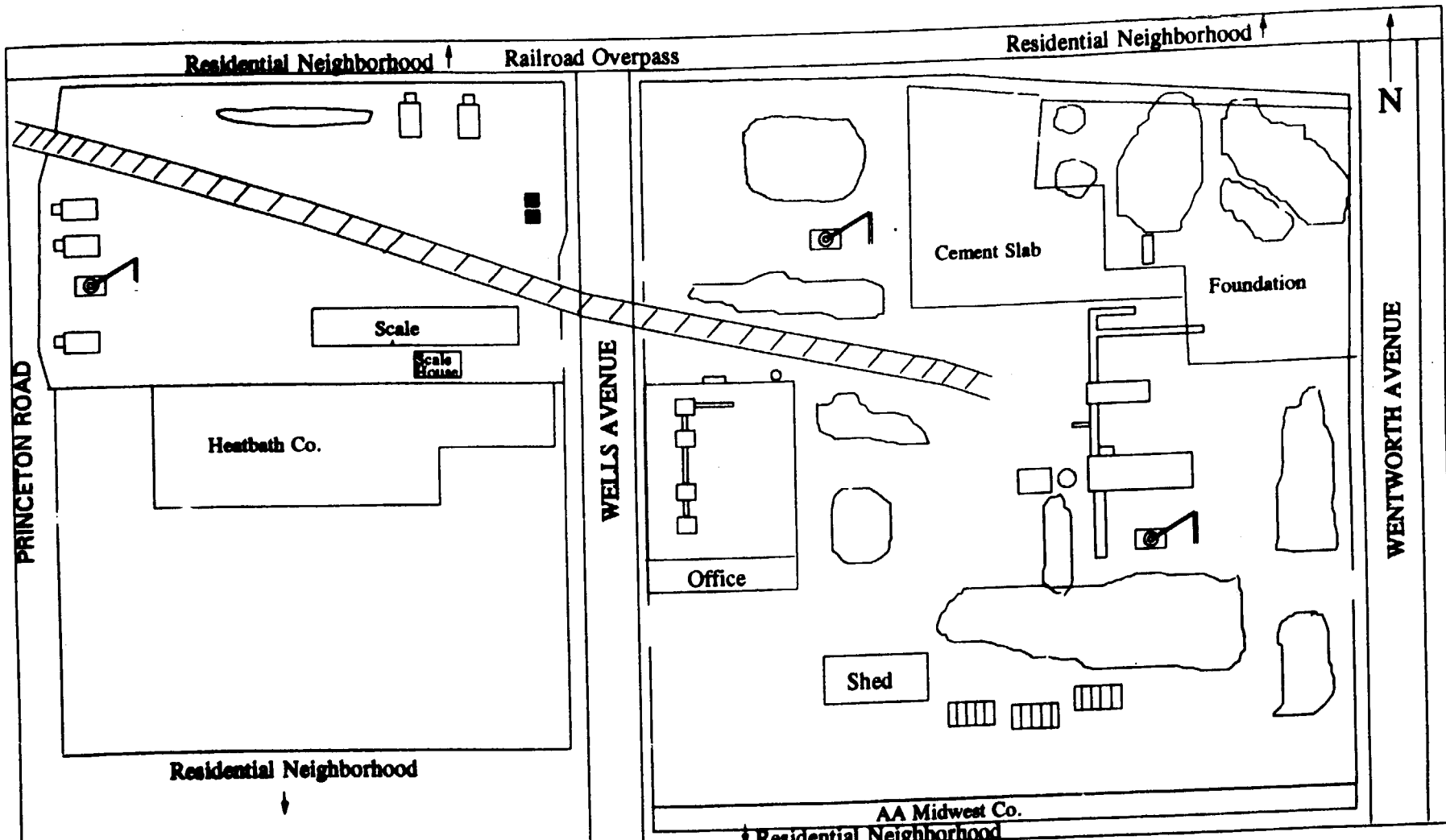
APPENDIX B

**ITEMIZED COST SUMMARY
STANDARD SCRAP, CHICAGO, IL
SUPERFUND SITE # HQ
PREPARED 07/17/98**

<u>EPA EXPENDITURES</u>	<u>Cumulative Costs Through June 30, 1998</u>
EPA PAYROLL --	
--Headquarters	0.00
--Regional	70,336.45
INDIRECT COST --	
--	79,206.50
EPA TRAVEL --	
--Headquarters	0.00
--Regional	272.76
CLP CONTRACTS --	
--Financial Cost Summary	13,886.26
ERCS CONTRACT --	
--Riedel Environmental Services (68-S2-5001)	3,191,061.72
INTERAGENCY AGREEMENT --	
--Department of Justice (DW15653201)	94,583.44
MISCELLANEOUS EXPENDITURES --	
--Speedscript (652158NNSA)	220.00
--Tahira Mahmood (9605KEE010)	26.50
START CONTRACT --	
--Ecology & Environment (68-W6-0011)	<u>6,229.15</u>
TOTAL EPA COSTS BEFORE INTEREST	\$3,455,822.78
TOTAL COST RECOVERED TO DATE	<u>0.00</u>
TOTAL EPA COST FOR STANDARD SCRAP,	\$3,455,822.78
Prejudgment Interest (Demand Letter Date: 5/17/96)	<u>440,104.16</u>
TOTAL EPA UNRECOVERED COST FOR STANDARD SCRAP, CHICAGO, IL	<u>\$3,895,926.94</u>

Please Note:

National Contract Laboratory program costs may be significantly understated. These costs do not include any lab costs that may have been billed to EPA prior to FY 1986. If such costs were incurred, and no estimate of the CLP Sample Management Cost (ranges from 6.1% to 17.0% of Analytical costs) is provided. A complete accounting of Contract Laboratory Costs normally is provided by VIAR within the documentation process.



LEGEND

- | | | | |
|--|---------------------|--|------------------|
| | Site Boundary | | Hopper |
| | Fluff Pile | | Aluminum Furnace |
| | Iron Junk | | Crates |
| | Ferrous Pile | | Trailer |
| | Motor Pile | | Crane |
| | Grinding Machinery | | |
| | Shredding Machinery | | |



U.S. Environmental Protection Agency
Region V
Emergency and Enforcement Response Branch
77 West Jackson Boulevard
Chicago, IL 60604

FILE	Site Location Map	PAGES	2
ST	Standard Scrap Metal	SCALE	Not To Scale
CITY	Chicago	TRD	S05-9601-031
STATE	Illinois	DATE	1996
SOURCE	Ecology and Environment, Inc.		

APPENDIX D

U. S. Department of Justice

Environment and Natural Resources Division

Office of the Assistant Attorney General

Washington, D.C. 20530

William H. Muno
Director
Superfund Division
Region 5
United States Environmental Protection Agency
77 West Jackson Boulevard
Chicago, IL 60604


Re: Proposed Administrative Order on Consent Relating to the Standard Scrap
Metal/Chicago International Exporting Site, Chicago, Illinois

Dear Mr. Muno:

We have received your request, pursuant to Section 122(h) of CERCLA, 42 U.S.C. § 9622(h), that the Department of Justice concur in a proposed administrative order on consent ("AOC"), pursuant to which 78 parties (the "Settlers") agree to pay \$651,350 to settle claims for past response costs that EPA incurred when it performed a removal action at the Standard Scrap Metal/Chicago International Exporting Site (the "Site") in Chicago, Illinois, from September 22, 1994, through January 30, 1996. Under the proposed AOC, EPA covenants not to sue the Settlers for past response costs only. This covenant not to sue will be null and void if it is later determined that any of the Settlers sent PCB-containing transformers to the Site. It is our understanding that EPA does not currently anticipate any further response actions at this Site.

We have carefully considered the proposed AOC, and have determined that the Settlers will be paying at least their pro rata share of the past response costs. Viable PRPs still exist, and it appears that EPA can recover the remaining amount of its outstanding past costs from those other PRPs. Accordingly, we hereby concur with the proposed AOC.

Sincerely,


Lois J. Schiffer
Assistant Attorney General

12/23/98